



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
August 12, 2020

(b) (6)

Office of State Defense Integration
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy under 37 U.S.C. § 908, has approved the proposed foreign employment of CDR (b) (6), U.S. Navy (Retired). The request is for approval for CDR (b) (6) to serve as the Director for Weapons System at Saudi Arabian Military Industries (SAMI), a corporation wholly owned by the government of the Kingdom of Saudi Arabia. In that role, CDR (b) (6) will manage oversight of the production of conventional tactical ordinance and missiles. This position is not expected to directly engage in the design, development, production, or use of missiles. CDR (b) (6) has already begun this position and is being paid a base salary \$ (b) (6), (b) (4) plus housing and transportation allowances of an additional (b) (6), (b) (4).

LCDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

CAPT, JAGC, USN

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

20 Jul 2020

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV Ltr of 15 May 1981
(c) Navy IPO Ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CDR (b) (6) USN (ret) Request for Foreign Employment and Questionnaire dtd 27 Dec 18 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. Processing of this request was delayed by the requestor's late submission of supporting documentation and background information.
3. The request seeks approval for CDR (b) (6) to serve as Director for Weapons Systems at Saudi Arabian Military Industries (SAMI), a corporation wholly owned by the government of the Kingdom of Saudi Arabia. This role involves management oversight of the production of conventional tactical ordnance and missiles. It is not expected that this position will be directly engaged in the design, development, production, or use of missiles. CDR (b) (6) has begun working in this position and is being paid a base salary of (b) (6), (b) (4) plus housing and transportation allowances of an additional \$ (b) (6), (b) (4).
4. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This opportunity does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
5. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.
6. Using the criteria established by SECNAV in reference (b), the employment for which CDR (b) (6) is seeking approval will not adversely affect the foreign relations of the

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

7. Please indicate your approval or disapproval below. If you approve the request, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: ABJ [signature] 6/1/00

Disapproved: _____

Date: December 27, 2018

From: (b) (6), SSN: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questioner

1. Admiral, this letter request permission to accept employment with Saudi Arabian Military Industries ("SAMI"), as an Director for Weapons Systems.
2. SAMI is a corporation organized under the laws of Saudi Arabia. SAMI is wholly owned by the Government of the Kingdom of Saudi Arabia, with the Pubic Investment Fund ("PIF") as an intermediate parent.

SAMI is organized around broad industrial categories, including Aeronautics, Land Systems, Defense Electronics, and Weapons & Missiles. Within Weapons & Missiles, SAMI is engaged with a number of companies in establishing lines of business related to various tactical missile systems, including, e.g., surface to air, air to air, and air to surface, and anti-tank systems. Where reference is made in this letter to missiles, in every case the reference is to conventional, tactical missiles. SAMI does not anticipate business lines related to strategic missile systems or weapons of mass destruction.

I will engage in a range of management activities including the establishment of budgets and requirements, negotiation of significant business transactions, human resources functions, the formation and general oversight over SAMI's intended operating companies.

As Director for Weapons Systems, my duties include:

Strategic Leadership	<ul style="list-style-type: none">• Provide direction and leadership concerning the business unit strategy, business plan and operation• Cultivate and grow relationship with key stakeholders, decision makers and potential industry partners (regionally and internationally)• Drive the establishment of relevant partnerships with selected foreign and domestic OEMs in strong and continuous alignment with the overall strategy of SAMI• Manage existing and new relationships and recommend new programs and partnerships to achieve the
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	forecasted revenues of the business unit
Financial Oversight	<ul style="list-style-type: none"> • Assume full P&L responsibility over the business unit • Develop and recommend the annual financial and business plan to ensure financing of short- and long-term goals • Oversee fiscal activities and assume financial accountability of the overall business unit; including budget and financial statements
Executive Management	<ul style="list-style-type: none"> • Develop and adapt the organization structure of the business unit in line with the strategic direction of SAMI • Oversee and monitor the organization performance of own business unit and its activities, and ensure timely implementation of initiatives • Supervise the recruitment of the corporate division heads and management teams within the operating companies • Set and review the performance metrics for the corporate division heads and management teams within the operating companies
Program & Project Oversight	<ul style="list-style-type: none"> • Approve program implementation plans that will ensure the efficient and effective achievement of the strategic objectives • Approve the results of project monitoring and evaluation and terminates funded projects where necessary • Work with division heads to establish operations policies and procedures, accountability systems, performance reviews, etc. • Responsible for the establishment of the business unit, its operating companies, joint ventures and industry partnerships that have been defined at corporate level • Oversee the construction of the respective operating companies and provide regular updates indicating accomplishments vis-à-vis plans and potential drawbacks
Capability Building	<ul style="list-style-type: none"> • Cooperate with internal (CTO, CSO, HR) and external stakeholders (Research Centers, Universities, etc.) to

	<p>develop local capabilities and workforce</p> <ul style="list-style-type: none"> • Negotiate and secure licensing of assembly rights and patents from original manufacturers of equipment in close coordination with the CTO • Identify, screen and establish relationships with suppliers of materials that can be sourced locally
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My role includes management oversight of the production of conventional tactical ordnance and missiles, including e.g., surface to air, air-to-air, air to ground, and anti-tank systems. SAMI does not produce, and I will not be involved with the production of, strategic missiles or weapons of mass destruction. It is not expected that SAMI's U.S. person employees will ever be directly engaged in the design, development, production or use of missiles.

I have a 3 years employment contract with SAMI, this contract fixed my base pay allowances for the same duration.

3. I have 30 years of Naval service. Highest security clearance held was top secret.

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address, Same as Mailing address: (b) (6)

Phone: (b) (6)

Email: (b) (6) @me.com

Status: Military Retirement Date: October 2007

or Current Navy Reserve EOS Date: N/A

Rank/Rate (at Retirement or current Reserve): O5/CDR

Are you a U.S. citizen? Yes SSN (last four digits) (b) (6)

Location of proposed employment (City, Country) Riyadh, Kingdom of Saudi Arabia

1. Who is your proposed employer and how are they connected to a foreign government?

Saudi Arabian Military Industries (SAMI). SAMI is a corporation organized under the laws of Saudi Arabia. SAMI is wholly owned by the Government of the Kingdom of Saudi Arabia, with the Public Investment Fund (PIF) as an intermediate parent.

SAMI is organized around broad industrial categories, including Aeronautics, Land Systems, Defense Electronics, and Weapons & Missiles. Within Weapons & Missiles, SAMI is engaged with a number of companies in establishing lines of business related to various tactical missile systems, including, e.g., surface to air, air to air, and air to surface, and anti-tank systems. Where reference is made in this letter to missiles, in every case the reference is to conventional, tactical missiles. SAMI does not anticipate business lines related to strategic missile systems or weapons of mass destruction.

2. What is your proposed job title?

Director for Weapons Systems.

3. What will your specific job duties involve? (If a job description is available, please attach)

I will engage in a range of management activities including the establishment of budgets and requirements, negotiation of significant business transactions, human resources functions, the formation and general oversight over SAMI's intended operating companies.

As Director for Weapons Systems, my duties include:

Strategic Leadership	<ul style="list-style-type: none"> • Provide direction and leadership concerning the business unit strategy, business plan and operation • Cultivate and grow relationship with key stakeholders, decision makers and potential industry partners (regionally and internationally) • Drive the establishment of relevant partnerships with selected foreign and domestic OEMs in strong and continuous alignment with the overall strategy of SAMI • Manage existing and new relationships and recommend new programs and partnerships to achieve the forecasted revenues of the business unit
Financial Oversight	<ul style="list-style-type: none"> • Assume full P&L responsibility over the business unit • Develop and recommend the annual financial and business plan to ensure financing of short- and long-term goals • Oversee fiscal activities and assume financial accountability of the overall business unit; including budget and financial statements
Executive Management	<ul style="list-style-type: none"> • Develop and adapt the organization structure of the business unit in line with the strategic direction of SAMI • Oversee and monitor the organization performance of own business unit and its activities, and ensure timely implementation of initiatives • Supervise the recruitment of the corporate division heads and management teams within the operating companies • Set and review the performance metrics for the corporate division heads and management teams within the operating companies
Program & Project Oversight	<ul style="list-style-type: none"> • Approve program implementation plans that will ensure the efficient and effective achievement of the strategic objectives • Approve the results of project monitoring and evaluation and terminates funded projects where necessary • Work with division heads to establish operations policies and procedures, accountability systems,

	<p>performance reviews, etc.</p> <ul style="list-style-type: none"> • Responsible for the establishment of the business unit, its operating companies, joint ventures and industry partnerships that have been defined at corporate level • Oversee the construction of the respective operating companies and provide regular updates indicating accomplishments vis-à-vis plans and potential drawbacks
Capability Building	<ul style="list-style-type: none"> • Cooperate with internal (CTO, CSO, HR) and external stakeholders (Research Centers, Universities, etc.) to develop local capabilities and workforce • Negotiate and secure licensing of assembly rights and patents from original manufacturers of equipment in close coordination with the CTO • Identify, screen and establish relationships with suppliers of materials that can be sourced locally

My role includes management oversight of the production of conventional tactical ordnance and missiles, including e.g., surface to air, air to air, air to ground, and anti-tank systems. SAMI does not produce, and I will not be involved with the production of, strategic missiles or weapons of mass destruction. It is not expected that SAMI's U.S. person employees will ever be directly engaged in the design, development, production or use of missiles.

4 Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed

Yes. I will have a 3-year employment contract with SAMI, this contract fixed my base pay allowances for the same duration. My pay and allowances will not be directly controlled by KSA government. Changes are only made on contract renewal and with the approval of SAMI board of directors.

5 Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U S citizenship status, or obtain foreign citizenship?

I am neither planning nor required to execute an oath of allegiance to the Kingdom of Saudi Arabia. I have no plan or intention of altering my U.S. citizenship status or obtaining Saudi Arabian citizenship, and SAMI will not ask or require me to do so.

6 What is the highest U S security clearance that you have held?

Top secret.

7 What is the highest level of classified material to which you have been granted access?

Top secret.

8. Have you had access to Special Access Programs?

Yes.

9 Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

10 Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

11 Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain

No

12 Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job

Yes. General defense industry knowledge will be used to manage and operate the company.

13 If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above-described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



December 27, 2018

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1 Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2 I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3 I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4 I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code, *the provisions of section 783(b) title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5 I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6 I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7 I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information, or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8 Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9 Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10 These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress) section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 2019 18 July	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
EMPLOYEE OR AGENT PROVIDE NAME ADDRESS AND IF APPLICABLE FEDERAL SUPPLY CODE		
NUMBER (Type or print) Saudi Arabian Military Industries P.O. Box 5260, Riyadh (Dhahran) 13714 Alkhafiyah District, Building 7252, Unit 1 Saudi Arabia		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)
DATE 18 July 2019	DATE 13 Aug 19
General Counsel Saudi Arabian Military Industries P.O. Box 5260, Riyadh (Dhahran) 13714 Alkhafiyah District, Building 7252, Unit 1 Saudi Arabia	CVIC (b) (6), SABC, USN Asst Legal Counsel CNP Legal 701 S. Courthouse Rd Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	(b) (6)	DATE 18 July 2019
(b) (6)	(b) (6)	18 July 2019
NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies disclose information to you, whether the disclosure is mandatory or voluntary, by what authority such information is disclosed, and whether the information is being used to identify you. You are hereby advised that authority for soliciting your Social Security Number (SSN) is precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.		



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL 19-016
15 Feb 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: (b) (6)

Ref: (a) JPAS Verification of 15 Feb 2019
(b) Phillsbury memo dated January 8, 2019 request

1. Mr. (b) (6) has tentatively accepted an offer of employment with Saudi Arabian Military Industries. Mr. (b) (6) currently holds an active Top Secret clearance/eligibility granted on 2019-01-09 by the Department of Defense Consolidated Adjudication Facility (DOD CAF). Mr. (b) (6) is a retired Naval Officer, and since his retirement has been employed by our U.S. Government Industrial Security partners.

2. His intended employment with the Saudi Arabian Military Industries poses a risk to National Intelligence, and the DOD CAF must be notified of his intent to accept the offered position, and consider readjudicating his current security clearance/eligibility.

3. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6),
Comm: 703-695-(b) (6)

2/15/2019

X

(b) (6)

(b) (6)

Naval Intelligence Activity SSO, By direction

Signed by: (b) (6)

UNCLASSIFIED//PRIVACY ACT//



DEPARTMENT OF THE NAVY
NAVAL INTELLIGENCE ACTIVITY
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL 20-083
10 Jul 2020

MEMORANDUM

From: OPNAV Special Security Officer, RSSO Arlington
To: Chief of Naval Operations, N1

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: (b) (6)
DoD EDIP (b) (6) (USN-RETIRED)

Ref: (a) NIAARL memo 19-016 Ser 5520 dtd 15 Feb 2019
(b) JPAS Verification of 10 July 2020
(c) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments

Encl: (1) (b) (6) Foreign Government Employment Questionnaire dtd 8 Jan 2019

1. This memo cancels ref (a).
2. Mr. (b) (6) has tentatively accepted an offer of employment with Saudi Arabian Military Industries. Mr. (b) (6) currently holds a valid Top Secret clearance/eligibility granted by the Department of Defense Consolidated Adjudication Facility (DOD CAF) on 2019-01-09 for his former employment with the U.S. Government Industrial Security partners until his debrief on 2019-02-07. There is no military history available to review, but I was able to determine that he was never granted eligibility for Sensitive Compartmented Information (SCI).
3. Per ref (c) the Constitution prohibits retired military personnel (officer and enlisted) from working for foreign governments without Congressional consent – but goes on to say – they may work as independent consultants to foreign governments. I am not able to determine if he meets the criteria as he as an independent consultant – and recommend a legal review. Mr. (b) (6) intended employment with the Saudi Arabian Military Industries poses minimal risk to National Intelligence based on his previous exposure to classified information. The DOD CAF must be notified of his intent to accept the offered foreign position, and consider the downgrading of his current security clearance/eligibility.
4. This memorandum is a security review, and not a counterintelligence review. His intended employment with the Saudi Arabian Military Industries poses minimal risk to National Intelligence based on his previous exposure to classified information, and the DOD CAF must be notified of his intent to accept the offered foreign position, and consider downgrading of his current security clearance/eligibility.
5. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6), Comm: 703-695-(b) (6)

7/10/2020

X (b) (6)

(b) (6)

RSSO ARLINGTON

Signed by: (b) (6)

Copy to:
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DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

May 13, 2020

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134-2253

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of the proposed employment.
2. If further assistance is required, please contact me at 571-305-(b) (6) or by email at (b) (6)@ncis.navy.mil.

(b) (6)

CFIUS Support Analyst
Multiple Threat Alert Center



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

December 7, 2020

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Commander (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept a position with Saudi Arabian Military Industries.

The Department of State wishes to inform you that this request is denied under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. The Department has determined that his proposed employment would adversely affect the foreign relations of the United States, in light of his official status as a retiree.

Pursuant to 22 C.F.R. § 3a.7(a), my office will notify the applicant personally of such denial. The applicant will be notified that he will have 60 days after the receipt of the notice of disapproval to submit a request for reconsideration to the Department of State.

Sincerely,

(b) (6)

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 16, 2019

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CAPT (b) (6) U.S. Navy (Retired). The request is for approval for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Djibouti by assessing the country's preparedness to establish a business incubation program. In this role, CAPT (b) (6) would involve interviews of various market participants and an investigation into the country's business environment. He is still in negotiations regarding his compensation.

CDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package.
CAPT (b) (6), USN (ret)

17 Jun 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CAPT (b) (6), USN (ret) Request for Foreign Employment and Questionnaire dtd 20 Mar 19 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Djibouti by assessing the country's preparedness to establish a business incubation program. The assessment would involve interviews of various market participants and an investigation into the country's business environment. CAPT (b) (6) firm has not yet negotiated a fee structure for this prospective engagement.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.

5. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved:  2/12/19

Disapproved: _____

Date: 20 March 2019

From: CAPT (b) (6), USNR-Ret.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Government of Djibouti as a consultant.

2. My consulting company, Innovative Partners Incubation Corporation (IPI), has provided a proposal to the Republic of Djibouti to consult with that country's Ministries of Education and Finance to assess its preparedness to establish a business incubation program to serve entrepreneurs in commercializing their innovative products and services and concurrently create employment as well as contribute to the country's Gross Domestic Product. This proposal is presently under consideration by the Government of Djibouti. As proposed, it would include an assessment of the entrepreneurial ecosystem of the country requiring interviews with public and private sector personnel, service providers (consultants, accountants, attorneys, trainers, etc.) as well as capital providers (banks, investors, grant-making agencies) and entrepreneurs of all types. In addition, we would conduct other field activities such as investigating available buildings where the incubation program might be housed, identifying required equipment, recruiting potential partners such as universities, NGOs, multilateral financial institutions (African Development Bank, World Bank, etc.), and meeting with other interested parties that might contribute in some way. This program could take as much as a year to put in place, hire and train a management team, develop a mentor program, and recruit entrepreneurs capable of growing successful businesses. The expected outcome would be a sustainable program that would contribute to the economic growth of the country (hopefully) making it more stable economically and politically, and a better partner to the US.

3. I graduated from the Naval Academy in 1972 and spent 8 years on active duty as a Naval Flight Officer assigned to VS-28, and as a company officer at USNA. I left active duty in 1980, rejoined the Naval Reserve and spent most of the next 22 years in the ASWOC program on both coasts, commanding ASWOC 0465 and a VTU, and retired in 2002. I was granted a FINAL SECRET clearance and had access to TOP SECRET information as required to perform my missions.

Very Respectfully,

(b) (6)

CAPT, USNR-Ret.

Foreign Government Employment Questionnaire

(revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial)

(b) (6)

Physical address:

(b) (6)

Mailing address (If different from physical):

Phone:

+1 (b) (6)

Email:

(b) (6) @innovativepartners.com

Status: Military Retirement Date (if applicable):

Retired 1 Jul 2002

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

CAPT

SSN (last four digits):

XXX-XX-(b) (6)

Are you a U.S. citizen? ☒ Yes ☐ No

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Djibouti Ville, Djibouti

2. Who is your proposed employer and how are they connected to a foreign government?

Djibouti Ministry Finance, Ministry of Education

3. What is your proposed job title?

Consultant

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

Consulting contract for my company to assist in the development of entrepreneurial development services; assisting entrepreneurs in commercializing their innovative ideas and products. I have been in the business of organizing, designing and managing such incubation centers since 1986 and have broad experience in the field. This project concerns the development of a business incubator and related activities to develop an effective and sustainable entrepreneurial ecosystem.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

Consulting fees/expenses - to be negotiated

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

7. What is the highest U.S. security clearance that you have held?

FINAL SECRET

8. What is the highest level of classified material to which you have been granted access?

TOP SECRET

9. Have you had access to Special Access Programs?

NO

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

NO

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

NO. NONE

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade?¹ If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.² (Please review End Notes Prior to Answering)

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO

Additional Information (if applicable):

Commercial business development. No defense products or services.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

03/20/2019

Date

(b) (6)

End Notes

¹The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“Defense service” (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

“Defense article” (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

“Technical data” (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
- (b) Classified information relating to defense articles and defense services on the USML; and
- (c) Software directly related to defense articles.

Note: The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

“U.S. person” (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

(b) (6)

"Foreign person" (ITAR §120.15) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

"Broker" (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activities" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services; or
- (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

²If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmddtc.state.gov <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pmddtc.state.gov&d=DwMFAw&c=ONKfg44GVknAU-XkWXjNxQ&r=8f34AzkPGUyoG_RgO1p8Skqe3LdTjdbk9qDKSE-nyaA&m=HrJYx4Qsg6fu6BJEmuYlr-TbvJrU8uygAwHpyi7jeo&s=OPxISRIFTQ2rYnUyhAb_FkmMI3wUcWDexZnrbdL4NEI&e=>> .

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG (b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	03/21/2019	(b) (6)

OR AGENT. PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE

(b) (6)
Innovative Partners Incubation Corporation
206 Providence Road
Annapolis, MD 21409-6310

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIG (b) (6)	SIG (b) (6)
DATE	DATE
03/21/2019	13 Jun 19
NAME (Type or print)	
(b) (6) Capt. USN, Ret.	(b) (6) CDR (b) (6), JAGC, USN Asst. Legal Counsel - CNPLegal 701 S. Courthouse Rd Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE
	03/21/2019

NAME OF WITNESS (Type or print)

SIGNATURE

(b) (6), CAPT, USN, Ret.

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals of their rights and of the consequences of providing information. If you are solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL/19-068
15 May 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: CAPT (b) (6)
(RETIRED)

Ref: (a) Foreign Government Employment Questionnaire

1. CAPT (b) (6) (retired) has tentatively accepted offers of employment with the Republic of Djibouti. Without the CAPT (b) (6) SSN I was unable to determine if he has a current security clearance and eligibility.
2. His intended employment with any of the Republic of Djibouti poses risk to National Intelligence. Any foreign employment will require the immediate notification by CNO to the DOD CAF of his intentions, thus possibly revoking his security clearance.
3. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6),
Comm: 703-695-(b) (6)

5/15/2019

X

(b) (6)

(b) (6)

By direction, RSSO ARL

Signed by: (b) (6)

UNCLASSIFIED//PRIVACY ACT//

UNCLASSIFIED//FOR OFFICIAL USE ONLY



DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

22 May 19

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134-2253

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of their proposed employment.
2. If further assistance is required, please contact me at 571-305-(b) (6) or by email at (b) (6)@ncis.navy.mil.

(b) (6)

CFIUS Support Analyst
Multiple Threat Alert Center

UNCLASSIFIED//FOR OFFICIAL USE ONLY



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

September 11, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Captain (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6) to accept civil employment with the Djiboutian Government as a consultant.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Captain (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Captain (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Captain (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is printed in red at the top left corner of this box.

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
January 13, 2020

(b) (6)

Office of State Defense Integration
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of CMDCM (b) (6), U.S. Navy (Retired). CMDCM (b) (6) requests approval to serve as a Mine Countermeasures (MCM) Senior Consultant, through the consulting firm Orca Maritime, Inc of which he is a part owner, for the government of Oman. In that role, CMDCM (b) (6) will advise on the use of autonomous underwater vehicles and remotely operated vehicles in the defense and energy sectors. For his services, he expects to be paid \$^{(b) (6)} per hour.

CMDCM (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. FGE Request Package,
CMDCM (b) (6), USN (ret)

16 Dec 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CMDCM (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CMDCM (b) (6) USN (ret) Request for Foreign Employment and Questionnaire dtd 27 Mar 2019 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for CMDMC (b) (6) to serve as a Mine Countermeasures (MCM) Senior Consultant for the government of Oman, through the creation of a new subsidiary of his company Orca Maritime, Inc. In that role, he will advise on the use of autonomous underwater vehicles, and remotely operated vehicles in the Defense and Energy sectors. For his services, he expects to be paid (b) (6) per hour.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.
5. Using the criteria established by SECNAV in reference (b), the employment CMDCM (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CMDCM (b) (6), USN (RETIRED)

disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved:  1 | 4/27

Disapproved: _____



29 April 2019

From: (b) (6)

Orca Maritime, Inc.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire: (b) (6)

(2) SF 312 for (b) (6)

1. Admiral, this letter requests permission to accept employment with the government of Oman, as a mine countermeasures (MCM) program integrator.

2. Orca Maritime, Inc., an Imperial Beach, California company, would support the Omani Naval Forces in establishing a MCM program that would provide the only organic MCM capability within the GCC countries. Orca would provide subject matter experts (SME) in the use of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), (unclassified) concept of operations and tactics needed to support MCM operations within the GCC navies, and integration into MCM coalition forces currently deployed in the Arabian Gulf. Orca Maritime's SMEs are full-time salaried employees. All Orca Maritime personnel that are retired military and may potentially be involved in this project have completed CNP-provided questionnaires, which is included as Enclosure (1) of this letter. Also, the SF 312 document is submitted as Enclosure (2).

3. . I served 27 years in the U.S. Navy and held a Top Secret clearance prior to retiring in 2006. I currently hold a Secret clearance in order to provide support on Orca Maritime's contract with Huntington Ingalls Industries to support Naval Information Warfare Center, Pacific, in San Diego, CA, contract # N66001-15-D-0179 subcontract #0000007901. Should you or your staff have any questions regarding this request, please contact me directly at (619) 628-0068 x (b) (6)

(b) (6)

Principal Officer/Partner

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)
(b) (6)

Phone: (b) (6)

Email: (b) (6)@orcamaritime.com

Military Retirement Date (if applicable): 31 March 2006

Rank/Rate (at Retirement or current Reserve): E9/CMDCM

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment (City, Country): Muscat, Oman

1. Who is your proposed employer and how are they connected to a foreign government?

I am a principal officer/partner at Orca Maritime. It is Orca Maritime's intention to establish a subsidiary of Orca Maritime in Muscat, Oman. Orca Maritime will partner with a local associate who is well-connected with the Government of Oman, in both the Defense and Oil and Gas Sectors.

Based on Orca Maritime's past operations and research, the demand for unmanned systems to perform underwater services is growing. The use of autonomous underwater vehicles (AUV) and remotely operated vehicles (ROV) to accomplish the tasks that are traditionally carried out with manned systems demonstrates a trend toward cost savings and safety. Details on our prospective work for the Government of Oman are described below:

Defense – Orca Maritime's initial and most open opportunity is the prospect of helping Oman establish a mine countermeasures (MCM) and underwater search capability. With critical infrastructure to protect, including oil and gas infrastructure, critical seaports, desalination plants, and miles of shipping lanes, the lack of a substantive MCM force presents a serious vulnerability to mines and other underwater threats. In the last several years, AUVs and ROVs have evolved as reliable and efficient systems to conduct underwater inspections, searches and mine hunting tasks. The U.S. Navy has made a significant investment in AUVs for MCM, albeit different, more sophisticated ones than the systems that Orca Maritime is proposing to Oman. Orca Maritime's objective in this sector of the Omani government is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), unmanned surface vehicles (USV), support boats, and GIS software to assist Oman develop their MCM force and bottom search capability. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf (COTS) items.

Oil & Gas - Worldwide, the oil and gas industry's emphasis on safety and cost-savings supports the introduction of AUVs to the UAE's energy interests and their subsidiaries. AUVs represent a transitional technology that provides increased efficiency and economy for future services, including pipeline inspection, offshore rig pre-construction surveys, shipping channel surveys, water characteristics surveys, and general environmental surveys to support the oil and gas industry's efforts to demonstrate their good stewardship of the ocean areas in which they are drilling, constructing and working. Orca Maritime's objective in this sector is to provide underwater security, maintenance and environmental monitoring services using COTS AUVs and ROVs, similar to the equipment proposed for the Defense sector.

Search and Rescue – Orca Maritime has been retained by Hydronalix Inc. to provide training to Oman First Responders in the use of the EMILY, a small unmanned surface vessels (USV) used in on-water rescue operations. In addition, Orca Maritime would provide training in the use of sonar equipped USVs to locate objects of interest on the seafloor.

2. What is your proposed job title?

I am a principal/partner of the company (Orca Maritime). My title for the work in Oman would be Senior Consultant.

3. What will your specific job duties involve?

My duties in connection to the work in Oman will be high-level consulting to senior Omani officials in the defense and energy sectors.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The subsidiary of Orca Maritime would be paid by the Omani Government for services as described above. Orca Maritime will also be pursuing underwater clients that may be interested in the use of unmanned systems technology. The burdened rate, which include labor, fringe, overhead and general/administrative costs, for either of the two principals at Orca Maritime as senior consultants is:

Senior Consultant (b) (6), (b) (7) hr

Rates for operators and other positions anticipated for this work will be provided to CNP as required when the full structure of services is known.

No actual work has been performed or contracted to date. This is a preliminary request, prior to our beginning serious negotiations. Nothing of value has been offered by the Omani government in lieu of wages.

5. Are you a U.S. Citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret.

8. What is the highest level of classified material to which you have been granted access?

Top Secret.

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

No.

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



27 MAR 2019

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 101.11), if I so choose.

(b) (6)

PERSONNEL SIGNING THIS AGREEMENT.

DATE

SOCIAL SECURITY NUMBER (See Notice below)

6/18/19

NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE

NUMBER) (Type or print)

ORCA MARITIME, INC.
497 11TH ST., SUITE 12
IMPERIAL BEACH, CA 91932

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

DATE

6/18/19

SIGNATURE

DATE

NAME AND ADDRESS (Type or print)

(b) (6)

497 11TH ST, SUITE 12
IMPERIAL BEACH, CA 91932

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to obtain classified information; and that I (have) ~~received~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

DATE

(b) (6)

6/18/19

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you, whether the disclosure is mandatory or voluntary, by what authority such information is being disclosed to you. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

25 September 2019

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134-2253

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of their proposed employment.
2. If further assistance is required, please contact me at 571-305 (b) (6) or by email at (b) (6) @ncis.navy.mil.

(b) (6)

CFIUS Support Analyst
Multiple Threat Alert Center



DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

03 July 19

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of his proposed employment.
2. If further assistance is required, please contact me at 202-433-(b) (6) or by email at (b) (6)@ncis.navy.mil.



NCIS Senior Intelligence Officer
Multiple Threat Alert Center



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL 19-142
7 Nov 2019

MEMORANDUM

From: Special Security Officer, RSSO Arlington
To: Chief of Naval Operations, N1

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: (b) (6) (USN-
RETIRED)

Ref: (a) JPAS Verification of 6 Nov 2019
(b) Foreign Government Employment Questionnaire
(c) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments

1. (U) (b) (6) (USN-retired) is an employee of Orca Maritime, Inc. a US Company based located in Imperial Beach, CA. They have been asked to establish a subsidiary of Orca Maritime in Oman, partnering with a local associate connected with the Government of Oman, in order to help establish a "Mine countermeasures (MCM) program. (b) (6) would be providing Subject Matter Expertise in the use of autonomous underwater vehicles, and developing concept of operations (CONOPS).

2. (U) A U.S. company is considered under Foreign Ownership, Control, or Influence" ("FOCI") FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities,...." Additionally, a U.S. company is determined to be under "FOCI" is ineligible for a Facility Clearance (FCL) unless and until security measures have been put in place to negate or mitigate "FOCI".

3. (U) The Constitution prohibits retired military personnel (officer and enlisted) from working for foreign governments without Congressional consent – but goes onto say – they may work as independent consultants to foreign governments. Under this criteria he may work as an independent consultant only.

4. (U) (b) (6) has a US Government security clearance with SECRET access based off a NACLC of 2012-04-24.

5. His intended employment with Orca Maritime, Inc as a new subsidiary in Oman supporting developing CONOPS for autonomous underwater vehicles, pose a concern to USN CONOPS if not strictly monitored.

6. Point of contact at Regional Special Security Office Arlington is Mr. Lawrence E. Stevens,
Comm: 703-695 (b) (6).



Revoked certificate

X

(b) (6)

(b) (6)

Naval Intelligence Activity SSO, By direction

Signed by: (b) (6)

Copy to:

Files



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

May 18, 2020

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from CMDCM (b) (6) (U.S. Navy, Retired; XXX-XX(b) (6)) to accept civil employment with the Government of Oman as a consultant.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of CMDCM (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. CMDCM (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, CMDCM (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely

(b) (6)

A large black rectangular redaction box covers the signature area.

Assistant Secretary



29 April 2019

From: (b) (6)
Orca Maritime, Inc.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire: (b) (6)
(2) SF 312 for (b) (6)

1. Admiral, this letter requests permission to accept employment with the government of Nigeria, as a mine countermeasures (MCM) program integrator.

2. Orca Maritime, Inc., an Imperial Beach, California company, would support the Government of Nigeria in modernizing their underwater search and mapping capability in support critical infrastructure protection, including oil and gas infrastructure, critical seaports, desalination plants, and miles of shipping lanes. Our goal is to introduce AUVs and ROVs as reliable and efficient systems to conduct underwater inspections, searches, and unexploded ordnance remediation tasks. Orca Maritime's SMEs are full-time salaried employees. All Orca Maritime personnel that are retired military and may potentially be involved in this project have completed CNP-provided questionnaires, which is included as Enclosure (1) of this letter. Also, the SF 312 document is submitted as Enclosure (2).

3. I served 27 years in the U.S. Navy and held a Top Secret clearance prior to retiring in 2006. I currently hold a Secret clearance in order to provide support on Orca Maritime's contract with Huntington Ingalls Industries to support Naval Information Warfare Center, Pacific, in San Diego, CA, contract # N66001-15-D-0179 subcontract #0000007901. Should you or your staff have any questions regarding this request, please contact me directly at (619) 628-0068 x (b) (6)

(b) (6)

Principal Officer/Partner

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)
(b) (6)

Phone: (b) (6)

Email: (b) (6)@orcamaritime.com

Military Retirement Date (if applicable): 31 March 2006

Rank/Rate (at Retirement or current Reserve): E9/CMDCM

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment (City, Country): **Phuket, Thailand**

1. Who is your proposed employer and how are they connected to a foreign government?

I am a principal officer/partner at Orca Maritime. It is Orca Maritime's intention to establish a subsidiary of Orca Maritime in **Phuket, Thailand**. Orca Maritime will partner with an associate who is well-connected with the Government of the **Thailand**, in both the Defense and Oil and Gas Sectors.

Based on Orca Maritime's past operations and research, the demand for unmanned systems to perform underwater services is growing. The use of autonomous underwater vehicles (AUV) and remotely operated vehicles (ROV) to accomplish the tasks that are traditionally carried out with manned systems demonstrates a trend toward cost savings and safety. Details on our prospective work for the Government of the **Thailand** are described below:

Defense – In the defense sector Orca Maritime's opportunity is the prospect of helping **Thailand** modernize their mine countermeasures (MCM) and underwater search capability. With critical infrastructure to protect, including oil and gas infrastructure, critical seaports, desalination plants, and miles of shipping lanes, our goal is to introduce AUVs and ROVs as reliable and efficient systems to conduct underwater inspections, searches and mine hunting tasks. The U.S. Navy has made a significant investment in AUVs for MCM, albeit different, more sophisticated ones than the systems that Orca Maritime is proposing to **Thailand**. Orca Maritime's objective in this sector of the **Thailand** government is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), unmanned surface vehicles (USV), support boats, and GIS software to assist **Thailand** develop their MCM force and bottom search capability. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf (COTS) items.

Oil & Gas – Worldwide, the oil and gas industry's emphasis on safety and cost-savings supports the introduction of AUVs to the UAE's energy interests and their subsidiaries. AUVs represent a transitional technology that provides increased efficiency and economy for future services, including pipeline inspection, offshore rig pre-construction surveys, shipping channel surveys, water characteristics surveys, and general environmental surveys to support the oil and gas industry's efforts to demonstrate their good stewardship of the ocean areas in which they are drilling, constructing and working. Orca Maritime's objective in this sector is to provide underwater security, maintenance and environmental monitoring services using COTS AUVs and ROVs, similar to the equipment proposed for the Defense sector.

Search and Rescue – Orca Maritime has been retained by Hydronalix Inc. to provide training to **Thailand** First Responders in the use of the EMILY, a small unmanned surface vessels (USV) used in on-water rescue operations. In addition, Orca Maritime would provide training in the use of sonar equipped USVs to locate objects of interest on the seafloor.

2. What is your proposed job title?

I am a principal/partner of the company (Orca Maritime). My title for the work in the **Thailand** would be Senior Consultant.

3. What will your specific job duties involve?

My duties in connection to the work in the **Thailand** will be high-level consulting to senior **Thailand** officials in the defense and energy sectors.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The subsidiary of Orca Maritime would be paid by the **Thailand** Government for services as described above. Orca Maritime will also be pursuing underwater clients that may be interested in the use of unmanned systems technology. The burdened rate, which include labor, fringe, overhead and general/administrative costs, for either of the two principals at Orca Maritime as senior consultants is:

Senior Consultant (b) (6), (b) (7)(C) hr

Rates for operators and other positions anticipated for this work will be provided to CNP as required when the full structure of services is known.

No actual work has been performed or contracted to date. This is a preliminary request, prior to our beginning serious negotiations. Nothing of value has been offered by the **Oman** government in lieu of wages.

5. Are you a U.S. Citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, after your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret.

8. What is the highest level of classified material to which you have been granted access?

Top Secret.

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

No.

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



Sig _____

21 MAR 2019

Date



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 16, 2019

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CDR (b) (6), U.S. Navy (Retired). The request is for approval for CDR (b) (6) to serve as a Mine Countermeasures (MCM) Program Integrator for the government of Oman, through the creation of a new subsidiary of his company Orca Maritime, Inc.. In this role, CDR (b) (6) will advise on the use of autonomous underwater vehicles, and remotely operated vehicles in Defense, Oil & Gas, and Search and Rescue applications. For his services, he expects to be compensated at under the equivalent of (b) (6) per hour. He is still in negotiations regarding her compensation.

CDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CDR (b) (6), USN (ret)

25 Jun 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CDR (b) (6) USN (ret) Request for Foreign Employment and Questionnaire dtd 26 Mar 2019 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is for CDR (b) (6) to serve as a Mine Countermeasures (MCM) Program Integrator for the government of Oman, through the creation of a new subsidiary of his company Orca Maritime, Inc. In that role, CDR (b) (6) will advise on the use of autonomous underwater vehicles, and remotely operated vehicles in Defense, Oil & Gas, and Search and Rescue applications. For his services, he expects to be paid (b) (6), (b) (4) per hour.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.

5. Using the criteria established by SECNAV in reference (b), the employment CDR (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: [Signature] 7/14/19

Disapproved: _____



24 April 2019

From: (b) (6)
Orca Maritime, Inc.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire: (b) (6)
(2) SF 312 for (b) (6)

1. Admiral, this letter requests permission to accept employment with the government of Oman, as a mine countermeasures (MCM) program integrator.

2. Orca Maritime, Inc., an Imperial Beach, California company, would support the Omani Naval Forces in establishing a MCM program that would provide the only organic MCM capability within the GCC countries. Orca would provide subject matter experts (SME) in the use of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), (unclassified) concept of operations and tactics needed to support MCM operations within the GCC navies, and integration into MCM coalition forces currently deployed in the Arabian Gulf. Orca Maritime's SMEs are full-time salaried employees. All Orca Maritime personnel that are retired military and may potentially be involved in this project have completed CNP-provided questionnaires, which is included as Enclosure (1) of this letter. Also, the SF 312 document is submitted as Enclosures (2).

3. . I served 23 years in the U.S. Navy and held a Top Secret clearance prior to retiring in 2006. I currently hold a Secret clearance in order to provide support on Orca Maritime's contract with Huntington Ingalls Industries to support Naval Information Warfare Center, Pacific, in San Diego, CA, contract # N66001-15-D-0179 subcontract #0000007901. Should you or your staff have any questions regarding this request, please contact me directly at (619) 628-0068 x (b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: {last, first, middle initial}	(b) (6)
Physical address (include mailing if different):	(b) (6)
Phone:	(b) (6)
Email:	(b) (6) @orcamaritime.com
Military Retirement Date (if applicable):	1 June 2006
Rank/Rate (at Retirement or current Reserve):	O5/CDR
SSN (last four digits):	XXX-XX-(b) (6)
Location of proposed employment (City, Country):	Muscat, Oman

1. Who is your proposed employer and how are they connected to a foreign government?

I am a principal officer/partner at Orca Maritime. It is Orca Maritime's intention to establish a subsidiary of Orca Maritime in **Muscat, Oman**. Orca Maritime will partner with a local associate who is well-connected with the Government of **Oman**, in both the Defense and Oil and Gas Sectors.

Based on Orca Maritime's past operations and research, the demand for unmanned systems to perform underwater services is growing. The use of autonomous underwater vehicles (AUV) and remotely operated vehicles (ROV) to accomplish the tasks that are traditionally carried out with manned systems demonstrates a trend toward cost savings and safety. Details on our prospective work for the Government of Oman are described below:

Defense – Orca Maritime’s initial and most open opportunity is the prospect of helping **Oman** establish a mine countermeasures (MCM) and underwater search capability. With critical infrastructure to protect, including oil and gas infrastructure, critical seaports, desalination plants, and miles of shipping lanes, the lack of a substantive MCM force presents a serious vulnerability to mines and other underwater threats. In the last several years, AUVs and ROVs have evolved as reliable and efficient systems to conduct underwater inspections, searches and mine hunting tasks. The U.S. Navy has made a significant investment in AUVs for MCM, albeit different, more sophisticated ones than the systems that Orca Maritime is proposing to **Oman**. Orca Maritime’s objective in this sector of the **Oman** government is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), unmanned surface vehicles (USV), support boats, and GIS software to assist **Oman** develop their MCM force and bottom search capability. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf (COTS) items.

Oil & Gas - Worldwide, the oil and gas industry's emphasis on safety and cost-savings supports the introduction of AUVs to Oman's energy interests and their subsidiaries. AUVs represent a transitional technology that provides increased efficiency and economy for future services, including pipeline inspection, offshore rig pre-construction surveys, shipping channel surveys, water characteristics surveys), and general environmental surveys to support the oil and gas industry's efforts to demonstrate their good stewardship of the ocean areas in which they are drilling, constructing and working. Orca Maritime's objective in this sector is to provide underwater security, maintenance and environmental monitoring services using COTS AUVs and ROVs, similar to the equipment proposed for the Defense sector.

Search and Rescue – Orca Maritime has been retained by Hydronalix Inc. to provide training to **Omani** First Responders in the use of the EMILY, a small unmanned surface vessels (USV) used in on-water rescue operations. In addition, Orca Maritime would provide training in the use of sonar equipped USVs to locate objects of interest on the seafloor.

2. What is your proposed job title?

I am a principal/partner of the company (Orca Maritime). My title for the work in **Oman** would be Senior Consultant.

3. What will your specific job duties involve?

My duties in connection to the work in **Oman** will be high-level consulting to senior **Omani** officials in the defense and energy sectors.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The subsidiary of Orca Maritime would be paid by the **Oman** Government for services as described above. Orca Maritime will also be pursuing underwater clients that may be interested in the use of unmanned systems technology. The burdened rate, which include labor, fringe, overhead and general/administrative costs, for either of the two principals at Orca Maritime as senior consultants is:

Senior Consultant **\$97,000.00** hr

Rates for operators and other positions anticipated for this work will be provided to CNP as required when the full structure of services is known.

No actual work has been performed or contracted to date. This is a preliminary request, prior to our beginning serious negotiations. Nothing of value has been offered by the **Oman** government in lieu of wages.

5. Are you a U.S. Citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret.

8. What is the highest level of classified material to which you have been granted access?

Top Secret.

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

No.

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

26 March 2019

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)		EMPLOYMENT PERSONNEL SIGNING THIS AGREEMENT.	
		DATE 6/18/19	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE			

ORCA MARITIME, INC.
497 11TH ST. SUITE 12
IMPERIAL BEACH, CA 91932

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)
DATE 6/18/19	DATE 25 Jun 19
(b) (6)	(b) (6)
497 11TH ST. SUITE 12 IMPERIAL BEACH, CA. 91932	ASST Legal Counsel CNP Legal 701 S. Courthouse Rd Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit that I will promptly report to the Federal Bureau of Investigation any attempt by an (b) (6) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE 6/18/19
(b) (6)	(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of the authority for the disclosure of information, whether the disclosure is mandatory or voluntary, by what authority such information is disclosed, and whether the information is being disclosed to you. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL/19-069
15 May 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: CDR (b) (6)
(RETIRED)

Ref: (a) JPAS Verification of 15 May 2019
(b) Foreign Government Employment Questionnaire

1. CDR (b) (6) (retired) has tentatively accepted offers of employment with three companies in Oman, Thailand and Nigeria.. Mr. (b) (6) currently has a SECRET security clearance granted by the Department of Defense Consolidated Adjudicative Facility (DOD CAF) on 2016-12-16. .

2. His intended employment with any of these three countries poses risk to National Intelligence. Any foreign employment will require the immediate notification by CNO to the DOD CAF of his intentions, thus possibly revoking his security clearance.

3. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6)
Comm: 703-695-(b) (6)

5/15/2019

X

(b) (6)

(b) (6)

Naval Intelligence Activity SSO, By direction

Signed by: (b) (6)

UNCLASSIFIED//PRIVACY ACT//



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

August 22, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Commander (b) (6) (U.S. Navy, Retired; XXX-XX-7419) to accept civil employment with the Government of Oman as an advisor.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Commander (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Commander (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Commander (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area.

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 16, 2019

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of SOCS (b) (6), U.S. Navy (Retired). The request is for approval for SOCS (b) (6) to serve as a Maritime Special Operations Advisor for the Kingdom of Saudi Arabia. In this role, SOCS (b) (6) will advise on the management and direction of maritime special operations programs and training, but will not assume an operational role. For his services, he is expected to be paid a salary of \$ (b) (6), (b) (4) per month as well as stipends for approximately \$ (b) (6), (b) (4) per month.

SOCS (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604- (b) (6)

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package,
SOCS (b) (6) USN (ret)

17 Jun 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO SOCS (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) SOCS (b) (6) USN (ret) Request for Foreign Employment and Questionnaire dtd 29 Mar 2019 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is for SOCS (b) (6) to serve as a Maritime Special Operations Advisor for the Kingdom of Saudi Arabia. In that role, SOCS (b) (6) will advise on the management and direction of maritime special operations programs and training, but will not assume an operational role. For his services, he expects to be paid a salary of \$(b) (6), (b) (4) per month as well as stipends for approximately (b) (6), (b) (4) per month.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports, but did reveal that his eligibility had been "administratively withdrawn."

5. Using the criteria established by SECNAV in reference (b), the employment SOCS (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO SOCS (b) (6), USN (RETIRED)


disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved:  2/14/19

Disapproved: _____

Date 29 March 2019

From: (b) (6)
To: Chief of Navy Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with The Government of The Kingdom of Saudi Arabia's Ministry of Interior as a civilian contractor/advisor.
2. In this position, I will be working with The Government of The Kingdom of Saudi Arabia's Ministry of Interior to improve the professionalism and capabilities of their special operations units. I will be working directly for The Government of The Kingdom of Saudi Arabia. They will provide a residency visa for the duration of my employment with them. While I do not anticipate any of my duties will fall outside of the Directorate of Defense Trade Controls (DDTC) exemption for registration of foreign government employees providing brokers services (129.3 Section b [1]) my limited liability corporation, Blue Oasis Group LLC, is registered with DDTC. I will ensure for any roles asked of me that fall outside the exemption I will become ITAR compliant. While performing in the position outlined above, I will not be working in any operational role. I will be given a salary in approximately the amount of (b) (6) USD per month as well as a stipend for my vehicle, housing and schooling for my children in approximately the amount (b) (6) USD per month.
3. I retired on 31 December 2015 after 25 years of service in the U.S. Navy as a SEAL Operator. I spent twelve (12) years at the East Coast-based SEAL Team Four and three (3) years as a Basic Underwater Demolition SEAL (BUD/S) instructor in San Diego, California. I spent the last ten (10) years of my career at the Navy Special Warfare Development Group (NSWGD). In this final position I served as a Primary Assaulter, Team Leader and lastly an Operations Chief. My highest security clearance was TS/SCI.

Very Respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

(revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial)

(b) (6)

Physical address:

(b) (6)

(b) (6)

Mailing address (If different from physical):

(b) (6)

(b) (6)

Phone:

(b) (6)

Email:

(b) (6) @gmail.com

Status: Military Retirement Date (if applicable):

31 DECEMBER 2015

or Current Navy Reserve EOS Date:

(b) (6)

Rank/Rate (at Retirement or current Reserve):

E8/ SOC

SSN (last four digits):

XXX-XX-(b) (6)

Are you a U.S. citizen? ☒ Yes ☐ No

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Riyadh, Kingdom of Saudi Arabia

2. Who is your proposed employer and how are they connected to a foreign government?

Ministry of Interior

3. What is your proposed job title?

Maritime Special Operations Advisor

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

As the Maritime Special Operations Advisor, I will advise on the management and direction of all facets of maritime special operations programs and training. Support the Kingdom of Saudi Arabia's (KSA) five to ten year vision of developing the KSA maritime special operations capability to be consistent with U.S. standards for Preparatory Training, Basic Training, Advanced Training and Unit Training.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

I will receive a base salary of approximately (b) (6), (b) (4) per month and (b) (6), (b) (4) in a life support package which covers housing, vehicle and school expenses for my children.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

While enlisted in the United States Navy, I was trained in Maritime Special Operations, these are the fundamentals in which I will advise The KSA via my position for the Ministry of Interior.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade? ¹ If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment. ² (Please review End Notes Prior to Answering)

I do not believe, according to my above job description as a direct employee of the KDA, I will be providing a non-exempt defense service to the KSA. I will not be working as a broker for any US entity during my employment with the KDA. My Limited Liability Company (LLC), Blue Oasis Group LLC is registered with the Directorate of Defense Trade Controls (DDTC) and I will submit any proposed activities that may require International Traffic in Arms Regulations (ITAR) compliance to the DDTC for authorization or an advisory opinion pursuant to applicable ITARs.

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

Non-applicable at this time

Additional Information (if applicable):

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

02 APR 19

Date

End Notes

¹The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“Defense service” (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;**
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or**
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.**

“Defense article” (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

“Technical data” (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;**
- (b) Classified information relating to defense articles and defense services on the USML; and**
- (c) Software directly related to defense articles.**

Note: The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

“U.S. person” (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

"Foreign person" (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

"Broker" (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activities" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services; or
- (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

²If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website:

www.pmddtc.state.gov <https://urldefense.proofpoint.com/v2/url?u=http-3A_www.pmddtc.state.gov&d=DwMFAw&c=ONKfg44GVknAU-XkWXjNnXQ&r=8f34AzkPGUyoG_RgO1p8Skqe3LdTdbk9qDKSE-nyaA&m=HrJYx4Qsg6fu6BJEmuYlr-TbvJjrU8uygAwHpyi7jeo&s=OPxISRIFTQ2rYnUyhAb_FkmMI3wUcWDexZnrbdL4NEI&e=>> .

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

(Name of Individual - Printed or typed)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

Previous edition not usable.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4

(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 29MAR19	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESSES		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 29MAR19	SIGNATURE (b) (6)	DATE 17 Jun 19
NAME (Type or print) (b) (6) U.S. Citizen living in USA		NAME (Type or print) CDR (b) (6) JAGC, USN Asst. Legal Counsel CNF Legal 701 S. Courthouse Rd Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I have (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 29MAR19
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL/19-070
15 May 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: SENIOR CHIEF (b) (6)
(RETIRED)

Ref: (a) Foreign Government Employment Questionnaire

1. Senior Chief (b) (6) (retired) has tentatively accepted offers of employment with the Kingdom of Saudi Arabia. Without the Senior Chief (b) (6) SSN I was unable to determine if he has a current security clearance and eligibility.
2. His intended employment with any of the Saudia Arabia posses risk to National Intelligence. Any foreign employment will require the immediate notification by CNO to the DOD CAF of his intensions, thus possibly revoking his security clearance.
3. Point of contact at Regional Special Security Office Arlington is (b) (6),
Comm: 703-695-(b) (6).

5/15/2019

X

(b) (6)

(b) (6)

By direction, RSSO ARL

Signed by: (b) (6)

UNCLASSIFIED//PRIVACY ACT//



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

October 4, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from SOCS (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with the Saudi Arabian Government as an advisor.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of SOCS (b) (6)'s proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. SOCS (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, SOCS (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is printed in red at the top left corner of this box.

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 16, 2019

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CDR (b) (6) (b) (6), U.S. Navy (Retired). The request is for approval for CDR (b) (6) to serve as Executive Branch Manager Partnership Services at the Australian Capital Territory Chief Minister, Treasury and Economic Development Directorate. In this role, CDR (b) (6) will provide executive leadership and management for the Partnership Services Branch, which provides various administrative services. For his services, he is expected to be compensated an equivalent to approximately \$ (b) (6), (b) (4).

SOCS (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604 (b) (6).

Sincerely,
(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package.
CDR (b) (6) USN (ret)

17 Jun 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CDR (b) (6), USN (ret) Request for Foreign Employment and Questionnaire dtd 4 Apr 19 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for CDR (b) (6) to serve as Executive Branch Manager Partnership Services at the Australian Capital Territory Chief Minister, Treasury and Economic Development Directorate. The position involves providing executive leadership and management for the Partnership Services Branch, which provides various administrative services. CDR (b) (6) expects that the position will have compensation equivalent to approximately \$(b) (6), (b) (4) USD.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.
5. Using the criteria established by SECNAV in reference (b), the employment CDR (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

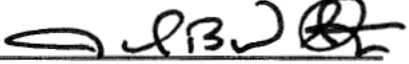
disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved:  7/14/19

Disapproved: _____

4 April 2019

From: (b) (6) CDR, USN (Ret)
To: Chief of Naval Personnel

Subj: Request for foreign Government Employment Approval

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Australian Capital Territory (ACT) Chief Minister, Treasury and Economic Development Directorate.
2. The Australian Capital Territory Chief Minister, Treasury and Economic Development Directorate facilitates the implementation of government priorities, drives initiatives and leads the strategic direction for the ACT Public Service. In the position, Executive Branch Manager Partnership Services, I would provide executive leadership and management to guide the Partnership Services Branch in delivering customer experience to the ACT Public Service. The Partnership Services Group provides frontline services for Shared Services including the service desk, HR support, recruitment services, records management, mail services, publishing services, and secretariat services across a number of ACT governance bodies. I would be paid fortnightly in accordance with Determination 2 of 2019 of the Australian Capital Territory Remuneration Tribunal.
3. I retired on 01 September 2017, as a U S Navy Commander with 20 years and 5 months of active duty service. I have held a Top Secret, Special Compartment Information clearance throughout my career and last had access to US classified information in June 2014 at United States Africa Command in Stuttgart, Germany where I was read-out of all programs prior to departure.

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different)

(b) (6)

(b) (6)

Phone (+61)

(b) (6)

Email

(b) (6)

@gmail.com

Status: Military Retirement Date (if applicable):

01 Sep 2017

or Current Navy Reserve EOS Date

Rank/Rate (at Retirement or current Reserve)

CDR/O-5

Are you a U.S. citizen?

Yes or No

SSN (last four digits):

XXX-XX-

(b) (6)

Location of proposed employment: (City, Country)

Canberra, Australia

1 Who is your proposed employer and how are they connected to a foreign government?

Australian Capital Territory (ACT) Chief Minister, Treasury and Economic Development Directorate

This directorate is a part of the local/state government

2 What is your proposed job title?

Executive Branch Manager, Partnership Services

3 What will your specific job duties involve? (If a job description is available, please attach)

The primary responsibilities for this position are to

- provide executive leadership and management to guide the Partnership Services Branch in delivering a great customer experience to the ACT Public Service;
- create and strengthen working partnerships with Shared Services customers and colleagues to enhance service delivery and customer experience;
- lead and manage Partnership Services Branch in a changing environment, particularly in response to changing technological and customer demands;
- plan, develop and deliver strategic management objectives in accordance with Government policies and priorities; and monitor Shared Services performance against key indicators and drive continuous improvement across Shared Services

The Partnership Services Group provides frontline services for Shared Services including the service desk, HR support, recruitment services, records management, mail services, publishing services, and secretariat services across a number of governance bodies. Partnership Services has overall responsibility for benchmarking and driving customer service quality, responsiveness and professionalism across Shared Services.

- The Executive Branch Manager Partnership Services Group reports directly to the Executive Group Manager, Shared Services
- Direct management responsibility of eight positions, with indirect responsibility for approximately 130 employees

4 Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes – Australian Dollars

This position is an Executive Level 14 and as such attracts a salary of \$(b) (6), (b) (6), (b) (4) to \$(b) (6), (b) (6), (b) (4) per annum depending on superannuation entitlements including Employer Provided Benefits of superannuation, a privately plated vehicle (or allowance in lieu), parking and FBT allowance. This includes a cash component of \$(b) (6), (b) (4). The ACT Remuneration Tribunal makes an annual determination of the remuneration and other entitlements to be granted to Directors-General and Executives

5 Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No – Position only requires Permanent Residency

6 What is the highest U.S. security clearance that you have held?

TS/SCI

7 What is the highest level of classified material to which you have been granted access?

TS/SCI

8 Have you had access to Special Access Programs?

Yes

9 Will you be working with classified information as part of your foreign employment? If yes, please explain.

No – Position only requires a baseline (Entry level) Security Clearance

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain

No

11 Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain

Yes -- I was Commander of Navy Recruiting District Houston. This position has direct responsibility for Recruitment and HR divisions

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job

Yes – Any technical data I have had access to in the past would not be used in any way for this potential job

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A – I am not offering any defense services for this job

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



Signature

4 APR 2019

Date

Achieves results with integrity

- Develops organisational capability to deliver results
- Manages resources wisely and with probity
- Progresses evidence-based policies and procedures
- Shows sound judgement, is responsive and ethical

Fosters collaboration

- Listens and communicates with influence
- Engages efficiency across government
- Builds and maintains key relationships

Exemplifies citizen, community and service focus

- Understands, anticipates and evaluates client needs
- Creates partnerships and co-operation
- Works to improve outcomes

Further information on working at Chief Minister Treasury and Economic Development Directorate can be found at: http://www.job-act.gov.au/data/assets/pdf_file/0010/839467/Working_in_CMTEDD.pdf

TENURE

The successful candidate will be engaged on a long-term Senior Executive Service member contract for five-years.

REMUNERATION

This position is an Executive Level 1.4 and as such attracts a salary of \$(b) (6), (b) (4) to \$(b) (6), (b) (4) per annum depending on superannuation entitlements including Employer Provided Benefits of superannuation, a privately plated vehicle (or allowance in lieu), parking and FBT allowance. This includes a cash component of \$(b) (6), (b) (4). The ACT Remuneration Tribunal makes an annual determination of the remuneration and other entitlements to be granted to Directors-General and Executives.

PUBLIC ACCOUNTABILITY

Applicants should be aware that details of long-term engagements are tabled in the ACT Legislative Assembly.



ACT
Government

Chief Minister, Treasury and
Economic Development

POSITION DESCRIPTION

Directorate: Chief Minister, Treasury and
Economic Development

Division: Shared Services

Business Unit: Partnership Services Group

Position Title: Executive Branch Manager,
Partnership Services

Position Number: E498

Classification: Senior Executive Service
Member 1.4 (new classification)

Location: Gungahlin

Last Reviewed: January 2019

The Australian Capital Territory Public Service (ACTPS) is a values-based organisation where all employees are expected to embody the prescribed core values of respect, integrity, collaboration and innovation, as well demonstrate the related signature behaviours.

DIRECTORATE OVERVIEW

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) leads the ACT Public Service and provides strategic advice and support to the Chief Minister, Treasurer, Minister for Economic Development and the Cabinet on policy, financial and economic matters, service delivery and Whole of Government issues. The Directorate facilitates the implementation of Government priorities and drives many new initiatives, including Access Canberra which provides a range of ACT Government shopfront and regulatory services. The Directorate is also responsible for Shared Services which provides financial, ICT and HR support across Government. The Director-General of CMTEDD is also the Head of Service.

DIVISION OVERVIEW

Shared Services provides strategic, technical, tactical and transactional support for ICT, finance, human resource and commercial services to ACT Government Directorates. Shared Services manages several whole-of-government business systems, as well as having responsibility for critical ICT infrastructure on behalf of the ACT Government.

BUSINESS UNIT OVERVIEW

- The Partnership Services Group provides frontline services for Shared Services including the service desk, HR support, recruitment services, records management, mail services, publishing services, and secretariat services across a number of governance bodies. Partnership Services has overall responsibility for benchmarking and driving customer service quality, responsiveness and professionalism across Shared Services.

ORGANISATIONAL ENVIRONMENT

- The Executive Branch Manager Partnership Services Group reports directly to the Executive Group Manager, Shared Services.
- Direct management responsibility of eight positions, with indirect responsibility for approximately 130 employees.

WHAT YOU WILL DO

The primary responsibilities for this position are to:

- provide executive leadership and management to guide the Partnership Services Branch in delivering a great customer experience to the ACT Public Service;
- create and strengthen working partnerships with Shared Services customers and colleagues to enhance service delivery and customer experience;
- lead and manage Partnership Services Branch in a changing environment, particularly in response to changing technological and customer demands;
- plan, develop and deliver strategic management objectives in accordance with Government policies and priorities; and
- monitor Shared Services performance against key indicators and drive continuous improvement across Shared Services.

ADDITIONAL INFORMATION

- This position does not require a pre-employment medical
- This position does not require a Working with Vulnerable People Check.
- This position does involve direct supervision of personnel.
- An ACT Government CMTEDD Baseline clearance is required for this position.

WHAT YOU REQUIRE

Applications should address the selection criteria below which are based on the ACTPS Executive Capabilities:

Leads and values people

- Motivates and develops people
- Values diversity and respects individuals
- Builds a culture of improving practice

Shapes strategic thinking

- Inspires a sense of purpose and direction
- Encourages innovation and engages with risk
- Thinks broadly and develops solutions

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1962. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (B) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 796, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	29 APR 2019	(b) (6)

SEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)
DATE	DATE
29/04/2019	17 Jun 19
NAME AND ADDRESS (Type or print)	
(b) (6)	CDR (b) (6) A6C, USN Asst. Legal Counsel CNP Legal 701 S. Courthouse Rd Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
(b) (6)	29 APR 2019
(b) (6)	SIG (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you when information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL/19-071
15 May 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO:

Ref: (a) Foreign Government Employment Questionnaire

1. CDR (b) (6) (retired) has tentatively accepted offers of employment with the Australian Capital Directorate. Without CDR (b) (6) I was unable to determine if he has a current security clearance and eligibility.
2. His intended employment with Australia poses minimal risk to National Intelligence. Any foreign employment will require the immediate notification by CNO to the DOD CAF of his intentions, thus possibly revoking his security clearance.
3. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6),
Comm: 703-695-(b) (6)

5/15/2019

X

(b) (6)

(b) (6)

By direction, RSSO ARL

Signed by: (b) (6)

UNCLASSIFIED//PRIVACY ACT//



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

September 20, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Commander (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with Australian Capital Territory Chief Minister, Treasury and Economic Development Directorate.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Commander (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Commander (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Commander (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area.

Assistant Secretary